IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 5584 of 1992
with
Special Civil Application No.5585 of 1992
with
Special Civil Application No.5586 of 1992

For Approval and Signature:

Hon'ble MR.JUSTICE M.H.KADRI
and
Hon'ble MR.JUSTICE D.P.BUCH

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1. Whether Reporters of Local Papers may be allowed to see the judgements? : NO

2. To be referred to the Reporter or not? : NO

3. Whether Their Lordships wish to see the fair copy of the judgement? : NO

4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder? : NO

5. Whether it is to be circulated to the Civil Judge? : NO

NATHALAL HIRABHAI PATEL

Versus

STATE OF GUJARAT

Appearance:
MR DU SHAH for Petitioners
M/S PATEL ADVOCATES for Respondent No. 1
Mr.S.S. Patel, AGP, for Respondent No. 2
Mr.M.G. Nagarkar for
MR SN SHELAT for Respondent No. 3

CORAM : MR.JUSTICE M.H.KADRI
and
MR.JUSTICE D.P.BUCH

Date of decision: ____/03/2000

C.A.V. Judgment : (Per: M.H. Kadri, J.)

1. Petitioners, by filing the abovereferred three writ petitions under Article 14 read with Article 226 of the Constitution of India, have prayed to issue appropriate writ, direction or order declaring alleged consent award passed by the second respondent in pursuance of the agreement dated September 15, 1989, without jurisdiction, unconstitutional, illegal, null and void. The petitioners have further prayed that the second respondent be directed, by issuing appropriate writ, direction or order, to make reference under Section 18 of the Land Acquisition Act, 1894 ('Act' for short), and to set aside the impugned order dated June 6, 1992 passed by the second respondent, rejecting the applications of the petitioners under Section 18 of the Act requiring the second respondent to make reference to the District Court, Rajkot, for determination of market value of the acquired lands.

2. Petitioners of Special Civil Application Nos. 5584 of 1992 are agriculturists of village Metoda, Taluka Lodhika, District Rajkot. Pending hearing, petitioners Nos.4,5,7,9.11,12, 17,20, 21,22,25,26,34,37, 39, 41,43,46,48,49, by filing Civil Application No.10725 of 1998, prayed to delete their names as petitioners and permit them to withdraw Special Civil Application No.5584 of 1992 so far as they are concerned. The Court (Coram: J.M. Panchal & M.H. Kadri, JJ.) by order dated November 23, 1998, allowed Civil Application No.10725 of 1998 and the abovereferred to petitioners' names came to be deleted and Special Civil Application No.5584 of 1992 stood disposed of as withdrawn so far as the abovereferred petitioners are concerned.

3. Petitioners of Special Civil Application Nos. 5585 of 1992 are agriculturists of village Khirassa, Taluka Lodhika, District Rajkot. Pending hearing, petitioners Nos. 2 to 17, 19 to 25, 27 to 32 and 34 , by filing Civil Application No.10726 of 1998, prayed to delete their names as petitioners and permit them to withdraw Special Civil Application No.5584 of 1992 so far as they are concerned. The Court (Coram: J.M. Panchal & M.H. Kadri, JJ.) by order dated November 23, 1998, allowed Civil Application No.10725 of 1998 and the abovereferred to petitioners' names came to be deleted and Special Civil Application No.5585 of 1992 stood disposed of as withdrawn so far as the abovereferred

petitioners are concerned.

4. Petitioners of Special Civil Application No.5586 of 1992 are agriculturists of village Vad-Vajadi, Taluka Lodhika, District Rajkot.

5. Agricultural lands of the petitioners of abovenumbered three writ petitions along with other lands situated in villages Metoda, Khirassa, and Vad-Vajadi, Taluka Lodhika, District Rajkot, came to be acquired for public purpose of establishing "Lodhika Industrial Estate", by notification issued under Section 4(1) of the Act which came to be published in the official gazette on November 10, 1988. After following procedure under Section 5A, declaration under Section 6 of the Act was made, which was published in the official gazette on August 31, 1989. The land owners were served with notices under Section 9(3)(4) of the Act by the Land Acquisition Officer on September 15, 1989, and hearing of their claim of compensation was fixed on October 16, 1989. It is alleged by the petitioners that they are illiterate agriculturists and the officers of the GIDC, on September 14, 1989, led the petitioners to believe that they should sign a prepared cyclostyled agreement under which they would be paid 85% of the prevailing market price, which was fixed at Rs.1,11,195 per Hectare (including of solatium and other statutory benefits). Possession of acquired lands was taken by the GIDC on September 15, 1989, after making payment of 85% of the compensation as per the agreement arrived at between the acquiring body and the petitioners. The petitioners have alleged that on May 13/14, 1991, Officer on special duty (respondent No.2) issued notices to each of the petitioners to attend Metoda Gram Panchayat Office on May 21, 1991, at 12 noon, where consent award under Section 11(2) of the Act would be declared. The Talati-cum-Mantri of village Khirassa was also informed to attend Metoda Gram Panchayat office on the same day. It is alleged that on May 21, 1991, the petitioners attended Metoda Gram Panchayat Office at 12 noon and presented objection application stating that after signing of the consent terms, the illiterate petitioners had come to know that compensation was offered at Rs.45,000/- per Acre, whereas the actual market price was more than Rs.90,000/- per Acre. The petitioners alleged that they were misled by concealment of true facts and misrepresentation of facts so as to induce to believe the ignorant and illiterate agriculturists that price offered to them by the GIDC was fair market value. By the objection application, the petitioners requested the

second respondent that he should not declare consent award as the petitioners objected to consent award and the award, and if at all declared, then market price of the acquired lands be fixed at Rs.90,000/per Acre which was correct market price prevailing at the time of acquisition. As per the say of the petitioners, in spite of objection raised by them, the second respondent declared consent award and, therefore, the petitioners had refused to sign panchanama of fact of declaration of consent award and they had refused to accept remaining amount of 15% of compensation as agreed.

6. As per the averments made in the petitions, on June 13, 1991, the petitioners addressed application to the second respondent to inform (i) whether award was declared and if award was declared copy of it be sent to the petitioners; and (ii) if the award was declared the application may be treated as application for reference under Section 18 of the Act. On June 22, 1991, the petitioners preferred another application stating as to why consent terms were not binding on them and requested the second respondent to declare award in accordance with market value as prevalent on the date of acquisition. It is the case of the petitioners that, as per sale deeds of the year 1988, the market value reflected that the acquired lands would have fetched price ranging between Rs.80,000/and Rs.1,20,000/- per Acre which was roughly twice or thrice of the market price offered by the second respondent.

7. On May 18, 1992, the second respondent served a notice on the petitioners to show cause as to why their application under Section 18 of the Act should not be rejected. In response to the show cause notice, the petitioners, on May 29, 1992, sent their reply by registered AD Post informing the second respondent that, in spite of their request not to declare award without recording evidence, the same was declared by ignoring the request of the petitioners to take into consideration market value of the acquired land and, therefore, the award was not binding to them. On June 6, 1992, the second respondent, after considering objections raised by the petitioners, rejected the applications filed for making reference to the District Court for determination of compensation on the ground that, as award declared on May 21, 1991 was consent award made under Section 11(2) of the Act, no reference application can be filed, which order is challenged by the petitioners in these three petitions.

8. The second respondent, by filing affidavit in

reply, has, inter alia, contended that the price of the land at the rate of Rs.1,11,195/- per Hector was fixed by the Price Fixation Committee after due deliberation and negotiations between the acquiring body and the petitioners and, thereafter, consent agreements were executed on September 15, 1989. That, the price agreed was inclusive of solatium and ancillary statutory benefits under the Act and consent agreements were executed between the petitioners and the Acquiring Body in the form prescribed by the State Government as contemplated under Section 11(2) of the Act. It is stated that the petitioners had entered into two agreements - one with the Acquiring Body and other with the State Government, which had become concluded contract and the parties were under obligation to perform the same as per the terms stated therein. That, in pursuance of the concluded contract, the petitioners had accepted advance compensation of 85% of total compensation and had handed over possession of the acquired lands on September 15, 1991. The second respondent further stated that, on the basis of agreement arrived at between the petitioners and the acquiring body, award, as contemplated under Section 11(2) of the Act, was made on May 21, 1991, in presence of the petitioners. It is stated that the petitioners had deliberately not disclosed the fact that they had also entered into agreement with the Collector as contemplated under Section 11(2) of the Act, and, on the ground of suppression of fact, the petitions be dismissed in limine.

9. Respondent No.2 further asserted that, as there was binding agreement between the petitioners and the acquiring body, award under Section 11(2) of the Act was legally made and applications for reference filed by the petitioners were not maintainable and, therefore, they were rightly rejected on the ground that, there being consent award made under Section 11(2) of the Act, no reference can be made.

10. Affidavit in reply is also filed by respondent No.3, Gujarat Industrial Development Corporation, inter alia, contending that 398 Hectare-8 Are-85 Sq.mtrs. of land were acquired for establishment of Industrial Estate at Lodhika, District Rajkot. It is stated that, as a result of the negotiations between the land owners and the acquiring body, the Price Fixation Committee had fixed the price of acquired lands at Rs.1,11,195 per Hectare and the land owners of 349 Hectare-89 Are- 29 Sq.mtrs had thereafter entered into agreement on September 15, 1989 with acquiring body and handed over possession of acquired lands. Accordingly, consent terms

were also arrived at as required under the provisions of the Act in presence of the Land Acquisition Officer. It is stated that, after serving notices to the land owners, award under Section 11(2) of the Act was made on May 21, 1991 and it was not open for the claimants to contend that they had withdrawn consent and their applications be referred to the District Court under Section 18 of the Act for determination of compensation. It was further stated that agreement was voluntary and there was no protest, whatsoever, in respect of payment of the advance compensation pursuant to the agreement. It was stated that the petitioners cannot resile from the agreement which was arrived at between the acquiring body and the petitioners. In view of the consent award, no reference application can be filed in view of Section 11(2) of the Act and the second respondent had rightly rejected the application filed by the petitioners requesting the second respondent to make reference to the District Court.

11. Learned counsel for the petitioners has submitted that the petitioners had never agreed to and never made an offer to the Assistant Manager, GIDC, Rajkot, to permit acquisition of land at Rs.1,11,195/- per Hectare. Learned counsel for the petitioners has further urged that, assuming for the sake of argument that the petitioners had given consent, award under Section 11(2) of the Act could not have been made by the second respondent, as the petitioners had withdrawn their consent before declaration of award. Hence, the consent award was not legal and valid in absence of consent of the petitioners. Learned counsel for the petitioners has further submitted that questions which were raised by the petitioners in their applications filed under Section 18 of the Act were:- (i) whether there was valid consent? (ii) whether it was subsisting on the date of the award? and (iii) whether the said consent was withdrawn before making award under Section 11(2) of the Act? - and those questions can only be decided by the Land Acquisition Officer himself or by the Court in reference under Section 18 of the Act, where the parties are permitted to lead evidence before the Court to resolve the questions raised by the petitioners.

12. Learned counsel for the Acquiring Body, namely, Gujarat Industrial Development Corporation and Land Acquisition Officer, have contended that the petitioners had entered into agreement on September 15, 1989 with the Acquiring body and with the State Government and, in pursuance of the consent agreement, possession of the lands under acquisition was handed over to the Acquiring

Body, and the petitioners were paid 85% of the compensation and remaining 15% of the compensation was to be paid to the petitioners on the date of making of the award. It is further submitted that, as there was consent agreement and pursuant to that the Land Acquisition Officer had made consent award under Section 11(2) of the Act, it was not open to the petitioners to contend that they had withdrawn their consent before making of award under Section 11(2) of the Act. Learned counsel for the respondents have submitted that, if the petitioners had withdrawn their consent, then they should have returned amount of 85% of compensation already paid and it was not open for the petitioners to retain the amount of 85% of compensation and then to contend that they had withdrawn their consent. Learned counsel for the respondents have further submitted that price of the acquired lands was agreed between the petitioners and the Acquiring Body which was fixed by the Price Fixation Committee. It is further contended that, in the meeting of the Price Fixation Committee, the petitioners/their representatives were present and, in the said meeting, it was agreed that the petitioners shall be paid price of land at Rs.45,000/- per Acre. Learned counsel for the respondents have submitted that, once consent was given by the petitioners, and, as there was concluded contract, the petitioners cannot withdraw their consent and the only course open to them was to file civil suit for a declaration that agreement dated September 14, 1989, entered into between the petitioners and the Acquiring Body, wherein consent of the petitioners was obtained by coercion, fraud and undue influence, was not legal and valid. It is further contended that the petitioners having not taken such steps, the present writ petitions are hopelessly delayed and, therefore, they are liable to be rejected.

13. Submission of learned counsel for the petitioners that the petitioners being illiterate, their signatures were obtained on the so-called agreement dated September 15, 1989, by misleading them about fixation of price and later on the consent was withdrawn before making of the award by the second respondent under Section 11(2) of the Act, is devoid of any merit and liable to be rejected. The record of the acquisition proceeding was produced before us by learned counsel for the acquiring body. With a view to find out and resolve the real controversy involved in this proceeding, we have gone through the entire record relating to consent award and agreement arrived at between the petitioners and the Acquiring Body. Before the agreements were executed, meeting between the petitioners and the Acquiring Body had taken

place on February 18, 1989, and, in that meeting, it was agreed that price of land was to be fixed between Rs.40,000/- and Rs.45,000/- per Acre and final fixation of price was left to the Chairman of the Acquiring Body. The said price was to be included solatium, interest, and additions of the amount of compensation under Section 23(1-A) of the Act. As a result of negotiation held between the petitioners and the Acquiring Body, ultimately, the Price Fixation Committee in its meeting held on July 5, 1989 had fixed price of acquired lands at Rs.45,000/- per Acre, i.e. Rs.1,15,195/per Hectare. The minutes of the meetings were drawn at the end of every meeting and the petitioners had signed in the minutes of the proceedings drawn at that time. Therefore, we do not find any substance in the submission of learned counsel for the petitioners that the petitioners being illiterate were not made aware that the price of the acquired lands was fixed at Rs.45,000/- per Acre without their knowledge and their signatures were obtained without explaining contents of agreement dated September 15, 1989. Reliance was placed on the decision of the Supreme Court in the case of Nutakki Sesharatanam vs. Sub-Collector, Land Acquisition, Vijayawada and others, reported in AIR 1992 Supreme Court 131, by learned counsel for the petitioners in support of the contention that, as the consent was withdrawn by the petitioners, no award under Section 11(2) of the Act could have been made. The facts in the case of Nutakki Sesharatanam (supra) were that the owners of the lands, during enquiry under the Act, had shown their willingness to their lands being acquired provided they were paid lumpsum compensation without delay in the hope that they might have been able to purchase some other land if the lumpsum amount was paid. The said offer of the land owners was not accepted by the Land Acquisition Officer and, therefore, the land owners had withdrawn their consent and had filed writ petitions in the Andhra Pradesh High Court challenging Section 4 notification. The Andhra Pradesh High Court had rejected the writ petitions on the ground that, as there was consent, it was not open for the petitioners to challenge acquisition proceedings. In appeal before the Supreme Court, in light of the facts stated above, it was held that, till offer made by the land owners was accepted by the Land Acquisition Officer, there was no contract between the parties and the appellant was entitled to withdraw his offer. The Supreme Court further held that there was nothing inequitable or improper in withdrawing the offer as the appellant was in no way bound to keep the offer open indefinitely. In our opinion, the decision, on which reliance is placed by learned counsel for the petitioners in the case of Nutakki Sesharatanam

(supra) will not be of any help to the petitioners because the Supreme Court had decided the case in light of the peculiar facts of that case by holding that, as there was no acceptance of offer and there being no contract, the appellant was entitled to withdraw his offer. In the present case, before arriving at consent agreement in September 1989, many meetings were held between the petitioners and the Acquiring Body and the Price Fixation Committee was appointed and the petitioners had attended the meetings held by the Price Fixation Committee to arrive at market value of acquired lands. As a result of offer and acceptance, agreement came to be executed on September 15, 1989 between the petitioners and the Acquiring Body and also between the petitioners and the second respondent. Therefore, there was acceptance of offer with regard to price of acquired land at the rate of Rs.45,000/- per Acre, which included statutory benefits under the Act and it had culminated into concluded contract between the petitioners and the respondent-acquiring body. As there was concluded contract, in our opinion, it was not open for the petitioners to withdraw their consent. The agreement was arrived at in September 1989 and the petitioners tried to resile from their consent in the month of May 1991, i.e. after lapse of period of two years and, that too, having accepted 85% of compensation of the acquired land and having handed over possession of acquired land to the Acquiring Body after accepting 85% of the amount of compensation. The withdrawal of offer by the petitioners at the time of making of award in the month of May 1991 was inequitable and improper on their part. At the time of making of award, the petitioners had refused to accept rest of amount of compensation on the ground that they had withdrawn their consent and the agreement was not binding to them. This act of the petitioners was merely an after thought with oblique motive to grab more price of their land.

14. Learned counsel for the petitioners further submitted that, when it was alleged by the petitioners in their applications to the Land Acquisition Officer that consent agreements were obtained by misrepresentation and coersion and the same being invalid, the Land Acquisition Officer should have permitted the petitioners to lead evidence in support of their case and, therefore, the applications filed by the petitioners should not have been rejected by the second respondent. In support of the above submission, learned counsel for the petitioners has placed reliance on the decision of this Court in the case of Heirs of Chhitabhai M. Patel vs. State of Gujarat, reported in 1997 Vol.38 (3) GLR 1940. In the

above case, the land owners of the acquired land had entered into agreement with respondent No.3 of that petition on January 24, 1985 and, after the said agreement, the land owners had informed in writing to respondent No.2 of that petition on March 16, 1985 that agreement dated January 24, 1985 was obtained from them by way of misrepresentation, threats and fraud. In light of these facts, the Division Bench of this Court, in case of Heirs of Chhitabhai M. Patel (supra) held that there was no valid consent and no award could have been passed under Section 11(2) of the Act. In our opinion, the principle laid down in case of Heirs of Chhitabhai M. Patel (supra) will not apply to the facts of the present case. After due deliberations between the petitioners and the Acquiring Body, price of land was fixed by the Price Fixation Committee and pursuant to that, consent agreement came to be executed on September 15, 1989 and the petitioners had accepted 85% of amount of compensation and had handed over possession of acquired lands to the Acquiring Body. The agreement had become a concluded contract after handing over possession of acquired land to the Acquired Body. The second respondent had only to carry out ministerial work of making award as per the consent agreement entered into between the petitioners and the Acquiring body and he had declared his award on May 21, 1991. When the petitioners were served with notice dated May 14, 1991 that award under Section 11(2) shall be declared on May 21,1991 at 12 noon in Panchayat Office of Village Metoda, the petitioners had addressed applications to the Land Acquisition Officer not to declare award as they had withdrawn their consent. Admittedly, agreement was entered into on September 15, 1989 and, till May 21, 1991, the petitioners had retained amount of 85% of compensation and parted with possession of acquired land and had sat silent for nearly two years and on one fine morning when they received notices of making of award from Land Acquisition Officer, they, with oblique motive, submitted applications to the Land Acquisition Officer on the day on which the award under Section 11(2) of the Act was to be declared, withdrawing their consent. In our view, it was not open for the petitioners to withdraw consent after having accepted and retained 85% of total compensation and after having surrendered possession of acquired lands. It is not borne out from the facts emerging from the record of this petition as well as the record produced by learned counsel for the respondents that the agreement executed between the petitioners and the respondents was in any way invalid or tainted with fraud, misrepresentation or coercion. In our opinion, agreements were entered into between the parties after

due deliberation and it was not open for the petitioners to resile from the said agreement by contending that there was no consensus with regard to fixation of price of acquired lands.

15. Learned counsel for the petitioners, next, contended that, as the petitioners had withdrawn consent before making of the award by the Land Acquisition Officer under Section 11(2) of the Act, and as there was no valid and subsisting consent, no award could have been made on the basis of consent agreement. In support of above submission, learned counsel for the petitioners placed reliance on the decision of the Supreme Court in the case of Gajanan Dattatraya vs. Sherbanu Hosang Patel and others, reported in AIR 1975 Supreme Court 2156. The above decision arose under the provisions of Section 13(1)(3) of the Bombay Rents, Hotel and Lodging House Rates Control Act, 1947, as applicable to the State of Gujarat. In our opinion, the decision relied upon by learned counsel for the petitioners will not apply to the facts of the present case as the provisions of Section 13(1)(3) of the Rent Act and the provisions of Section 11(2) of the Land Acquisition Act are not in pari-materia with each other. Section 11(2) reads as under:

"11(2) Notwithstanding anything contained in sub-section (1), if at any stage of the proceedings, the Collector is satisfied that all the persons interested in the land who appeared before him are agreeable to the award which he proposes to make under this section the Collector may without making further enquiry, require such persons to execute an agreement in the form prescribed by the State Government and make an award according to the terms of such agreement"

The above provision makes it clear that in order to pass an award on the strength of agreement between the parties, the persons interested in the land and the persons for whom the land is acquired, there must be valid and legal agreement between the parties and the Land Acquisition Officer must record his satisfaction for coming to the conclusion. As noted earlier, there was a valid agreement entered into between the petitioners and the Acquiring body and the Land Acquisition Officer, after having satisfied himself that the said agreement was valid, had declared award under Section 11(2) of the Act after giving notices to the petitioners. In our opinion, it was not open to the petitioners to withdraw the consent, which they had given at the time of agreement i.e. on September 14, 1989 after having sat silent for nearly two years and having retained 85% of amount of compensation. The conduct of the petitioners for having sat silent for two years also speaks volumes

of their oblique motive to grab more compensation. Excepting petitioners in these petitions, other land owners had accepted the remaining 15% of the amount of compensation pursuant to consent agreements arrived at with the Acquiring Body. Even after filing of these petitions, many petitioners had withdrawn from the present proceeding realising sanctity of the agreement which they had entered into on September 14, 1989.

16. In the case of Ismail Ibrahim Koya and others vs. Officer on Special Duty (Land Acquisition-III) , Ahmedabad, reported in 1997 Vol. 38 (3) GLR 2226, it is observed that, before making of award under Section 11(2) of the Act, the Collector should be satisfied that at any stage of proceedings the persons having agreed in writing to a price and on receipt of the major share of that price had handed over possession of the land with full knowledge and after having understood contents of the agreement. On the date of execution of the agreement, the amount is paid and the only procedure under Section 11(2) of the Act is to be completed. It was further ruled that, once having accepted the amount and enjoyed the fruits of the same, one is estopped from raising a plea that he should be offered more compensation. In the said decision, it was further ruled that the consent award passed under Section 11(2) of the Act on the basis of agreement arrived at between the parties cannot be subject matter of reference under Section 18 of the Act. In our opinion, the principles laid down in the case of Ismail Ibrahim Koya (supra), in all fours, would be applicable to the facts of the present case. In our opinion, it is not open for the petitioners to contend that, as they had withdrawn their consent, the Land Acquisition Officer had no power to make award under Section 11(2) of the Act and their applications be referred to the Court under Section 18 of the Act.

17. It was also incidentally argued by learned counsel for the petitioners that signatures of the petitioners were obtained in blank cyclostyled forms, which were not prescribed under the provisions of the Act or Rules. In our opinion, the submission of learned counsel for the petitioners does not deserve any merit and is required to be rejected in view of the pronouncement of the Supreme Court in the case of Ishwarlal Premchand Shah vs. State of Gujarat, reported in AIR 1996 Supreme Court 1616, wherein, the Supreme Court held as under:

"It would be open to the parties to enter into a contract under Section 11(2), without the necessity to determine compensation under Section 23(1) and would receive market

value at the rates incorporated in the contract signed under Section 11(2) in which event the award need not be passed. Form No.14, as specified by the Rules framed under S.55 of the Land Acquisition Act (1894), would not be relevant in a case where the agreement is between the owners and interested persons on the one hand and the body for which the land is being acquired on the other hand. Form No.14 would apply to a case where the owners and the persons interested in the land appear before the Collector and express their willingness to accept an agreed amount as compensation. In such case, the agreement is required to be executed in the prescribed From No.14."

In the present case, agreements were arrived at between the petitioners and the acquiring body under Section 11(2) of the Act by private negotiations and, therefore, the agreements need not be in the prescribed form No.14.

18. Out of total number of land owners, only 65 petitioners had filed these three petitions challenging the order of the Land Acquisition Officer rejecting their prayer for making reference to the District court. When majority of land owners had accepted compensation as per consent agreement, there is no earthly reason to award more compensation to the present petitioners by determining market value of the acquired lands afresh. There should be some sanctity to the consent agreement which was arrived at between the parties by their free will and with full knowledge that the market price of acquired lands was fixed at Rs.45,000/- per Acre.

19. In the present acquisition, excepting the petitioners, all other lands owners have accepted compensation as per the consent award made under Section 11(2) of the Act which was made pursuant to the agreement executed on September 14, 1989, in which, compensation was agreed at the rate of Rs.45,000/- pr Acre, between the land owners and the Acquiring Body. Admittedly, the petitioners in these petitions had also signed the said consent agreements which were duly executed in presence of attesting witnesses. For two years, they sat silent after accepting 85% of compensation and handing over possession of acquired lands. The Acquiring Body, for which the lands were acquired, must have incurred expenses for laying down roads, water facilities, and dividing lands into plots which were to be allotted to various industries. Having sat silent from September 1989 to May 1991, it was not open for the petitioners to contend on the date of making of award under Section 11(2) of the Act that the price was never agreed at Rs.45,000/- per Acre and they were misled by the

Acquiring Body and the Land Acquisition Officer in fixation of price of acquired lands. As noted earlier, price was fixed by the Committee, wherein, the petitioners/their representatives were present and after considering all the facts, the Price Fixation Committee had arrived at rate of Rs.45,000/- per Acre. The order of the Officer on Special Duty, No.III, Land Acquisition, Ahmedabad, dated June 6, 1992, which is under challenge in these petitions, clearly mentions that before deciding the applications filed by the petitioners dated June 18, 1991, purported to be filed under Section 18 of the Act, notice was served on the petitioners on May 18, 1992 to remain present on June 4, 1992 at the office of Metoda Gram Panchayat. After hearing the petitioners, the Officer on Special Duty, by reasoned order, had rejected the applications filed by the petitioners for making reference to the District Court for determination of compensation. In the impugned order, it was specifically mentioned that, as the land owners of the acquired lands had entered into agreement on September 15, 1989, and had voluntarily handed over possession of the acquired lands by accepting 85% of the amount of compensation, award under Section 11(2) of the Act was made by the Land Acquisition Officer on May 21, 1991 and, as it was consent award, applications for reference under Section 18 of the Act were not maintainable. In our view, in light of the facts stated above, the Land Acquisition Officer was justified in rejecting applications filed by the petitioners under Section 18 of the Act. There was no reason for the Land Acquisition Officer or the Acquiring body to have obtained consent agreement by coercion, fraud or misrepresentation.

20. These were the only submissions raised by learned counsel for the parties.

21. As a result of foregoing discussion, the petitions fail and they are rejected. Rule is discharged in each petition with no order as to costs.

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(swamy)